

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE «AutoMergeField»		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. PS «Next_Mod_»		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE				7. ADMINISTERED BY (If other than Item 6) CODE			
GSA/FAS/SBGWAC Center (QTACC) 1500 E. Bannister Road Kansas City, MO 64131				same as block 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) «Offeror_Name_» «Address» «City» CODE FACILITY CODE				(√)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11):	
				√		10A. MODIFICATION OF CONTRACT/ORDER NO. «Contract Number»	
						10B. DATED (SEE ITEM 13) «Award Date»	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103 (a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [XXX] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this supplemental agreement is to revise, update and incorporate clauses on the VETS GWAC as listed on the following pages 2-6.

(Continued on Page 2-6)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Janna L. Babcock Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY	(Signature of Contracting Officer)

Continued from page SF30 on page 1:

(1) Additional Clauses:

(a) Create a new Section **I.2.1 “ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL”** and add the clauses by reference to I.2.1

I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL (April 2010)

The following provisions or clauses apply only to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. If commercial acquisition procedures are used for any task order, the appropriate clauses will be incorporated in the task order with the appropriate fill ins.

CLAUSE NO.	TITLE	DATE	FP*	TM/LH**
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	MAR 2009	x	x
52.212-4	ALTERNATE I	OCT 2008		x
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	APR 2010	x	x
52.212-5	ALTERNATE II (applicable to ARRA 2009 tasks)	APR 2010	x	x

*-Fixed Price

**TM/LH-Time and Materials and Labor Hour

(b) The following additional clauses are hereby incorporated by reference in:

I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

CLAUSE NO.	TITLE	DATE	FP	TM/LH
52.216-7	ALLOWABLE COST AND PAYMENT. (This applies only to the portion of the task order that provides for reimbursement of materials (as defined in the clause at 52.232-7) at actual cost)	DEC 2002		x
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT (See prescription for applicability at task order level)	OCT 2009		x
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (See prescription for applicability at task order level)	OCT 2009		x
52.215-23	ALTERNATE I (See prescription for applicability at task order level)	OCT 2009		x
52.209-8	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS	APR 2010	x	x

(2) The following FAR clause was updated to its current date in the FAR and is currently in the contract:

CLAUSE NO.	TITLE	DATE	F P	TM/LH
52.204-7	CENTRAL CONTRACTOR REGISTRATION	AUG 2008	x	x

(3) The following FAR/GSAR clause were revised and updated in the FAR with new information and a new date:

CLAUSE NO.	TITLE	DATE	FP	TM/LH
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2010	x	x
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	x	x
552.228-5	GOVERNMENT AS ADDITIONAL INSURED	MAY 2009	x	

(4) The clause below is removed since it applies to Construction Materials on tasks that are construction greater than \$7.4M:

CLAUSE NO.	TITLE	DATE
52.225-11	BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENT	JAN 2005

(5) The following clauses are removed:

CLAUSE NO.	TITLE	DATE
52.246-4	ALTERNATE I	JUL 1985
552.232-78	PAYMENT INFORMATION	JUL 2000
552.211-84	NON-COMPLIANCE WITH CONTRACT REQUIREMENTS	FEB 1986
552.228-70	WORKERS' COMPENSATION LAWS (This was replaced by a new clause listed above, 552.228-5)	SEP 1999

The clauses above are no longer clauses in the FAR or GSAM, as applicable.

(6) Since the need for Clause B.4.4, Ceiling Handling Rates for FP, T&M and L-H Task Orders, and H.34, Other Direct Costs have been made obsolete by the addition of FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts, by modification in 2009, Section B.4.4 is hereby removed and is now "reserved." Those rates will also be removed from the website. Task orders that already include those rates and line items are still valid. Clause 52.232-7, Payments under Time-and-

Materials and Labor-Hour Contracts, is applicable to tasks that have T&M or LH terms.

CLAUSE NO.	TITLE	DATE	FP	TM/LH
B.4.4	CEILING HANDLING RATES FOR FP, T&M AND L-H TASK ORDERS	undated		
H.34	OTHER DIRECT COSTS	undated		

(7) The following Section G clauses are revised:

- (a) To include where to submit “0” sales report
- (b) To not round the dollars when reporting CAF
- (c) To clarify instructions regarding how to report the purchase data and task orders
- (d) To clarify instructions regarding how to report the CAF Remittance.

Full Text of Revised Section G Clauses with revisions in color:

G.16.2.1 CONTRACT STATUS REPORT (~~March 2008~~) (April 2010)

This report shall detail all financial, staffing and vacancies, training, marketing, and problems contract-wide by calendar **quarter** (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). The contract status report shall reflect same dollar values reported on the Subcontracting Report (see G.17). The report is due within 30 calendar days following the end of the reporting quarter to the Small Business GWAC Center via e-mail. **Reports of “0” sales shall be included in the Contract Status Report.**

G.16.2.2 CONTRACTOR SALES REPORTING AND CONTRACT ACCESS FEE REMITTANCE and REPORTING (~~March 2008~~) (April 2010)

(a) Sales and Purchase Data Reporting

The Contractor shall electronically register and report all sales under this contract at <http://itss.gsa.gov> in the GWAC Management module. Instructions are included at the website. “Sales” means the dollar amount of the task order, and “Purchase data” means invoice data. The acceptable points at which sales and purchase data may be reported are when payment is received or invoices submitted in accordance with this contract. The contractor shall maintain a consistent accounting method of sales and purchase data reporting.

The contractor shall accurately report the dollar value, in U. S. dollars ~~and rounded to the nearest whole dollar~~, by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31).

The contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Services, International Funds Branch, Telephone: 202-874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

The report is due within 30 calendar days following the end of the reporting quarter. The contractor shall continue to furnish quarterly reports, including "zero" sales, as follows:

"0" sales information shall be included in the Contract Status Report which is sent by e-mail to vetsgwac@gsa.gov.

~~Final invoice submission for all fixed price, time and materials and labor hour orders~~
~~Final closeout of all cost reimbursement orders~~

Reporting will be by contract at the Task Order level. Reports for multiple contracts shall not be consolidated. All non-IT Solutions Shop task order award and modification data shall be reported in the GWAC Management Module in ITSS (<http://itss.gsa.gov>) by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). Award/Modification data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Award/Modification Date
- (5) Award/Modification Obligated Amount
- (6) Period of Performance
- (7) Order Type(s)
- (8) Issuing OCO
- (9) Use of non-standard/specialized labor categories

Failure to submit required reports or the falsification of reports is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.

(b) Contract Access Fee Remittance and Reporting

The Contract Access Fee reimburses GSA's Federal Acquisition Service for the costs of operating the GWAC program. The CAF represents a percentage of the total quarterly sales reported. The CAF is currently 3/4 % or .0075.

The CAF percentage is set at the discretion of GSA's FAS. FAS has the unilateral right to change the percentage at any time, but not more than once per

year. FAS will provide reasonable notice prior to the effective date of any change. FAS will provide notice of any changes to all contract holders.

The contractor shall remit the CAF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter. Final CAF payment is due within 30 calendar days after physical completion of the last outstanding Task Order under the contract.

Instructions for remitting the CAF are contained at <http://itss.gsa.gov>. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter. The contractor shall report CAF payment data at <http://itss.gsa.gov> in the GWAC Management Module in the appropriate area within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:

- (1) Total Remitted Amount
- (2) Remit Date
- (3) Trace Number
- (4) Amount applied to each Task Order Number (for the reported payment).

Where multiple invoices and/or multiple Task Orders under this contract are involved, the CAF may be consolidated into one payment. CAF payments for multiple contracts or reporting quarters shall not be consolidated.

FAS will provide the Contractor with specific written instructions on remitting the CAF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

Within 60 days of contract award, an FAS representative will provide the Contractor with specific written instructions on remitting the CAF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). The Contractor's failure to timely pay the CAF is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.

(8) All other terms and conditions remain unchanged.

(Full text of FAR Clauses can be found at www.acquisition.gov/far)

